

**UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE**

**Concessions Permit**

PERMIT NO. **CP-GLBA901-98**

This Concession was previously authorized pursuant to  
PERMIT NO. **LP-GLBA901-89**

NAME OF CONCESSIONER: **Gary Gray, Registered Guide & Outfitter**

d.b.a.: \_\_\_\_\_

ADDRESS: **P.O. Box 304**

CITY, STATE, ZIP CODE: **Yakutat, AK 99689**

PHONE NUMBER: **(907) 784-3451**

**The above, hereinafter referred to as "Concessioner", is hereby authorized and agrees to provide Guided Sport Hunting services for the public within that portion of Glacier Bay National Preserve shown on the map in Exhibit B.**

**This permit shall be for the term of three years from January 1, 1998, through December 31, 2000, subject to the following terms and conditions:**

**1. Revocation.** It is expressly understood and agreed that this permit may be revoked at any time at the discretion of the Director without liability to the Government of any nature.

**2. Transfer or Assignment.** The Concessioner shall neither transfer nor assign this permit, nor grant any interest or privilege therein without prior written approval of the Director. Such approval is subject to the requirements of 36 CFR part 51 (as are or as may be set forth therein) and the requirements set forth in Exhibit C attached hereto and made a part hereof.

**3. Facilities and Services.** (a) The Concessioner shall maintain and operate the concession in such manner as the Director may deem satisfactory and shall provide the assets and personnel necessary therefor.

(b) An Operating Plan which more specifically describes the Director's requirements may be developed in consultation with the Concessioner and reviewed on an annual basis. Adjustments to the Operating Plan may be made by the Superintendent as required. The Operating Plan established by the Superintendent shall not amend or alter the material rights and liabilities of the parties to this PERMIT.

(c) The Director reserves the right to determine and control the nature, type and quality of the merchandise and services described herein as authorized and required to be sold or furnished by the Concessioner within the area. Food service operations under this permit and the administration thereof by the Director shall be subject to the United States Public Health Service requirements. Vehicle operations under this permit and the administrations thereof by the Director shall be subject to the Department of

Transportation (DOT) requirements related to regulations on passenger vehicles for hire. Concessioners must also comply with all FAA regulations related to the operation of this service.

**4. Rates.** (a) All rates and prices charged to the public by the Concessioner shall be subject to regulation and approval by the Service. A schedule of rates shall be filed in duplicate with the Director and shall be adhered to until a revised schedule is approved.

(b) The Concessioner will provide Federal employees conducting official business reduced rates for essential transportation and other specified services, in accordance with procedures established by the Director.

**5. Lands and Buildings.** No buildings, facilities or land are assigned.

**6. Concessioner Structures.** No structures may be constructed under this permit. Tents may be temporarily erected during hunts and must be removed at the end of each hunting period.

**7. Accounting Records and Reports.** The Concessioner shall maintain an accounting system whereby its accounts can be readily identified with its system of accounts classification. The Concessioner shall submit annually as soon as possible but not later than sixty (60) days after the 31<sup>st</sup> day of December, a financial statement for the preceding year in the format prescribed by the Service and such other reports and data, including, but not limited to, operations information as may be required by the Service. Such information is subject to public release to the extent authorized by law or established policies and procedures of the Director. The Director and Comptroller General of the United States, or any of their duly authorized representatives shall at any time up until the expiration of five (5) calendar years after the expiration of this permit, have access to and the right to examine any of the Concessioner's pertinent books, documents, papers, and records, including Federal and State income tax returns (collectively "documents"), and such documents of any proprietary or affiliate companies of the concessioners.

**8. Fees.**

(a) For the term of this PERMIT, the Concessioner shall pay to the Director for the privileges granted herein, fees as follows: franchise fee for 1998, equal to \$500 plus 1% of gross receipts; for subsequent years, the greater of 3% of gross receipts or \$500.00 per year.

(b) The franchise fee shall be paid as follows: \$500 on execution of this permit and on March 1<sup>st</sup> of each year of operation under this permit. The payment of the additional one percent of gross receipts for 1998 and additional amounts to be paid for subsequent adjustments, shall be paid at the time of submission of the Concessioner's annual financial statement.

(c) An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond March 1 of each year. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

(d) The term "gross receipts" as used in this PERMIT shall mean the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this PERMIT, and commissions earned on contracts or agreements with other persons or companies operating in the Area, and excluding gross receipts from the sale of genuine United States Indian and native handicraft, intracompany earnings on account of charges to other departments of the operation (such as laundry), charges for employees' meals, lodgings, and transportation, cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the Area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage

stamps, provided that the amount excluded shall not exceed the amount actually due or paid government agencies, and amounts received as a result of an add-on to recover utility costs above comparable utility charges. All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts.

**9. Insurance and Indemnity.** The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgements and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors or agents under this PERMIT.

(a)(1) The Concessioner shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Director may require during the term of this PERMIT.

(a)(2) The concessioner shall provide the Director with a Statement of Concessioner Insurance and Certificate of Insurance at the inception of this PERMIT and annually thereafter, and shall provide the Director thirty (30) days advance written notice of any material change in the Concessioner's insurance program hereunder.

(a)(3) The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.

b. Property Insurance. Not required.

c. Public Liability. The Concessioner shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than \$300,000 per occurrence and \$500,000 annual aggregate covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Concessioner shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.

(c)(1) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured. In that event, the policy shall provide that the insurance company shall have no recourse against the Government for payment of any premium or assessment.

(c)(2) The Concessioner shall also obtain the following coverages at the same limits as required for comprehensive general liability insurance unless other limits are specified:

- (1) Product Liability
- (2) Worker's Compensation (statutory limits)
- (3) Liquor Liability (if liquor is served)
- (4) Protection and indemnity (watercraft liability required for any watercraft over 26 feet in length, if applicable)
- (5) Automobile liability to cover all owned, non-owned and hired vehicles
- (6) Aircraft liability (if operating aircraft, amount required by the Department of Transportation for Part 135 air taxi operators)

**10. Utilities.** No utilities are provided by the Government to the Concessioner under this permit.

**11. Lien.** As security for the faithful performance by the Concessioner of all its obligations under this permit, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the area.

**12. Nondiscrimination.** The Concessioner shall, in addition to other laws and regulations which may be applicable to its operations, comply with applicable requirements of (i) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (ii) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 as amended in 1978, (iii) 41 C.F.R. Part 60-2 which prescribes affirmative action requirements for contractors and subcontractors, (iv) the Age Discrimination in Employment Act of December 15, 1967 (P.L. 90-202), as amended by (P.L. 95-256) of April 6, 1978, and (v) the Architectural Barriers Act of 1968 (P.L. 90-480). The Concessioner shall also comply with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and providing accessible facilities and services to the public including those set forth in Exhibit "A" attached hereto and made a part hereof.

**13. General Provisions.**

(a) The Concessioner acknowledges that Section 1307(c) of the Alaska National Interest Lands Conservation Act specifically excludes guided sport hunting from the historical operator and local resident preference referenced in Section 1307 (a) and 1307(b) of that Act.

(b) It is expressly understood by the Concessioner that issuance of the original January 1, 1989 permit resulted from an emergency interim action resulting from the State of Alaska Supreme Court Opinion that extinguished the state assigned exclusive hunting guide areas. Authority to operate under this permit expires when either of the following events occur: (1) the NPS issues a prospectus for guided sport hunting and awards a concessions permit after selecting the best responsive offer, or (2) the permit expires by limitation of time on December 31, 2000. The Concessioner should not assume that it will be authorized to operate within a national preserve beyond 2000.

(c) The Concessioner expressly acknowledges and understands that Section 1317 of the Alaska National Interest Lands Conservation Act (P.L. 96-487) directs the Secretary to review all lands within the national park system to determine suitability or unsuitability for preservation as wilderness. The concessioner further acknowledges that the guide area authorized by the permit is either in existing wilderness or subject to the wilderness review. Commercial activities may continue in designated wilderness; however, no new permanent commercial structures may be authorized in designated wilderness or in potential wilderness until the wilderness status has been resolved by Congressional action.

(d) This permit does not provide the Concessioner any right of preference in the renewal or extension of this permit or in the negotiation of a new permit or authorization for this or a similar operation. The concessioner understands and agrees that at the termination, expiration, or revocation of this permit the Concessioner will be given no renewal preference.

(f) This permit does not grant the Concessioner any preferential rights to additional services or limit the Secretary's authority to issue additional contracts, permits and/or licenses for similar services.

(g) The permit may be revoked if the Concessioner's State of Alaska Registered Guide License is revoked, suspended or voided by the State of Alaska or a State or Federal Court as a result of criminal or civil proceedings, or in the event the Concessioner fails to renew, surrenders, voids or by any other action relinquishes its state hunting guide license.

(h) Operations must be in conformance with applicable federal, State of Alaska, and local requirements for the type of service offered.

(i) It is the Concessioner's responsibility to obtain prior approval from landowners for access to private lands within the preserve.

(j) Nothing contained within this permit shall be construed as limiting public access to any lands (including airstrips) within Glacier Bay National Preserve.

(k) Nothing contained within this permit shall be construed as granting the permittee exclusive use of any aircraft landing areas on public lands within Glacier Bay National Preserve.

(l) Established airstrips may be maintained as needed with non-motorized hand tools. Maintenance or improvements to established landing areas involving equipment other than non-motorized hand tools must be accomplished under a supplemental permit from the Superintendent.

(m) This permit does not authorize the construction of new airstrips.

(n) The construction or use of structures is not authorized.

(o) The concessioner shall not cache or store boats, motors, fuel, tents, or other equipment and supplies without the prior approval of the Superintendent.

(p) Unless otherwise authorized by the Superintendent, no green timber may be cut or destroyed. Dead or downed timber may be used for firewood.

(q) Written approval for base camps (i.e. camps in place longer than 14 days) other than those specifically authorized in this permit must be obtained in advance from the Superintendent.

(r) At spike camps (i.e. camps in place less than 14 days) and authorized base camps the use of gas or propane stoves is strongly encouraged for cooking. However, dead or down wood may be gathered and fires of wood or charcoal may be built on gravel bars or mineral soil. All fire rings must be broken up and ashes scattered so the fire remains are not evident.

(s) The concessioner specifically agrees to maintain the public lands in a clean and orderly state. The grounds around camps shall be kept clean and free of garbage, human waste, junk, and discarded animal parts and hides. All garbage including residue from garbage that is incinerated must be kept in a secure area and must be removed from the preserve rather than buried. Adequate precaution will be taken around camp to guard against human/bear encounters.

(t) The concessioner shall maintain all camps and associated equipment in a safe manner to avoid endangering other persons or disrupting other valid park users.

(u) The Concessioner shall remove all personal property from the preserve during non-hunting seasons. The Concessioner agrees to hold the government harmless in the event of damage or loss to said personal property.

(v) Any privy shall be covered and located at least 200 feet from the nearest source of fresh water. Toilet paper shall be burned and wastes covered with topsoil.

(w) The Concessioner shall provide clients with information regarding the rules and regulations pertaining to the preserve and with basic safety information relative to their visit.

(x) The annual number of clients shall not exceed twelve (12).

(y) The Concessioner shall submit to the Superintendent at least 30 days prior to the first hunt, a schedule of all hunts booked for the season. Should hunts be booked after the schedule is submitted, the concessioner will submit an addendum to the hunting schedule to the Superintendent.

(z) The Concessioner shall submit to the Superintendent at least 30 days prior to the first hunt a roster of all employees of the Concessioner. Should the Concessioner add or change employees, the Concessioner will submit an addendum within 10 days of the changes to the Superintendent.

(aa) The Concessioner shall submit by January 1 of each year a report that summarizes use for the previous year. Report forms will be supplied by the National Park Service.

(bb) The Concessioner shall notify the Superintendent within 24 hours after the completion of a trip of any accidents involving personal injury or any threatening incidents involving wildlife.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

<b>Gary Gray, Registered Guide &amp; Outfitter</b>		<b>United States Of America</b>	
By		By	
Title		Title	
Date		Date	

# **Concession Permit - Exhibit A**

## **Nondiscrimination**

### **Section I**

#### **Requirements Relating To Employment And Service To The Public**

**A. EMPLOYMENT:** During the performance of this PERMIT the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by or on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other permit or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a permit every Government permitor or subpermit holder holding a permit that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the permitor's policies, practices and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this concession permit or with any of such rules, regulations, or orders, this concession permit may be canceled, terminated, or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subpermit or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subpermit or vendor. The

Concessioner will take such action with respect to any subpermit or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subpermit or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

**B. Construction, Repair, And Similar Permits:** The preceding provisions A(1) through A(8) governing performance of work under this PERMIT, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this PERMIT, and shall be included in all permits executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this permit, and for that purpose the term "PERMIT" shall be deemed to refer to this instrument and to permits awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to permitors awarded permits by the Concessioner.

**C. Facilities:** (1) Definitions: As used herein:

Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and permitors, and the successors in interest of the Concessioner; facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from: publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition; discriminating by segregation or other means against any person because of race, color, religion, sex, age, national origin, or disabling condition in furnishing or refusing to furnish such person the use of any such facility.

(3) The Concessioner shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Concessioner by the Secretary.

(4) The Concessioner shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Concessioner's permits or other forms of agreement for use of land made in pursuance of this agreement.

## **Section II: Accessibility**

Title V, Section 504 of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.



## **Part A**

### **Discrimination Prohibited**

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

- (1) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
- (2) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
- (3) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
- (4) Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
- (5) Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to any agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- (6) Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
- (7) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

## **Part B**

### **Existing Facilities**

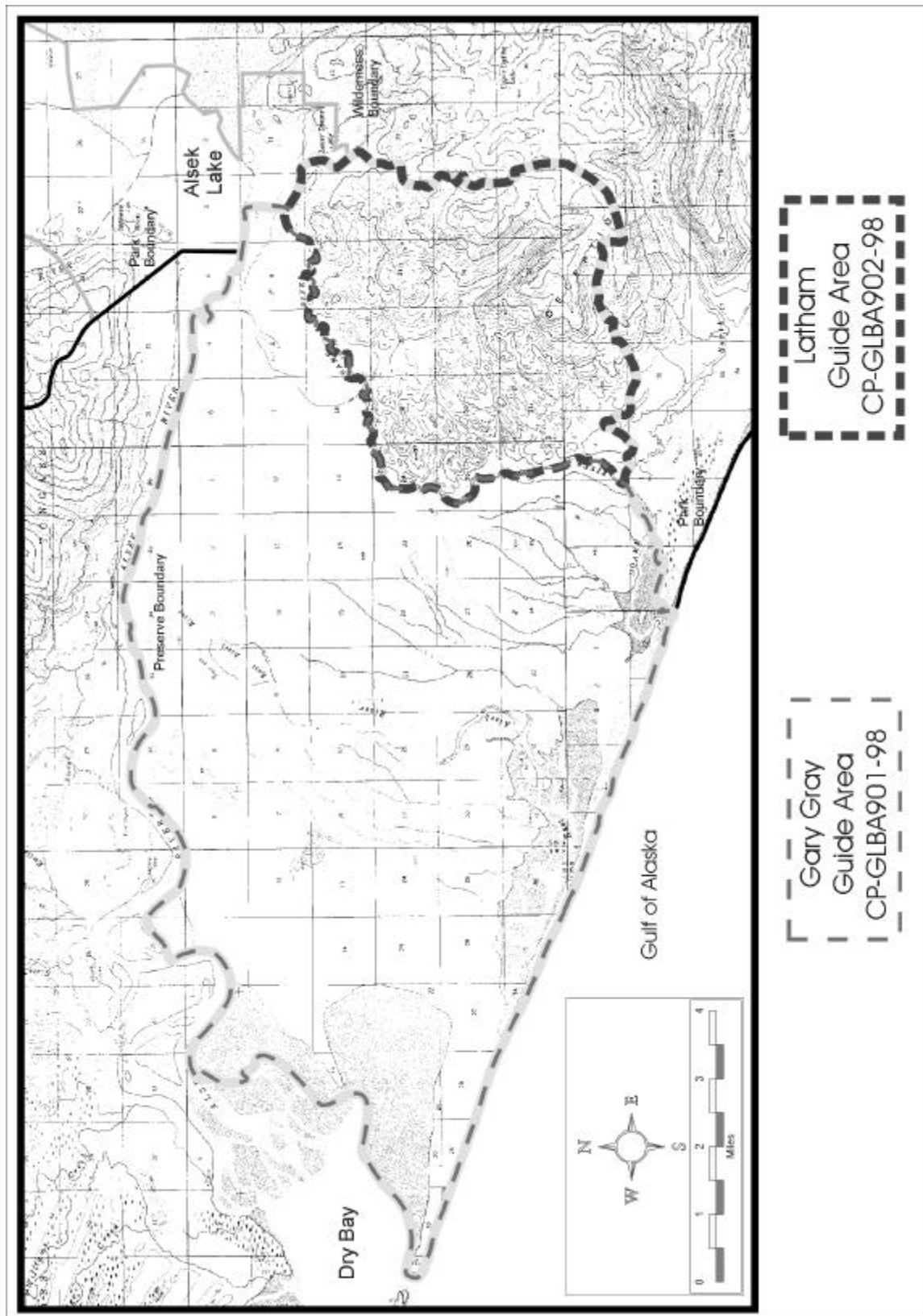
A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

## Concession Permit - Exhibit B

**Land Assignments:** None

**Government Improvement Assignments:** None

**Use Area:** Portions of Glacier Bay National Preserve east of the Doame River (for John Latham, CP-GLBA902-98) or west of the Doame River (for Gary Gray, CP-GLBA901-98) as depicted below.



## EXHIBIT C

### REQUIREMENTS RELATING TO ASSIGNMENT AND TRANSFER OF HUNTING GUIDE CONCESSION PERMITS

Permit privileges may be transferred to other qualified entities that demonstrate the ability to meet Service standards, as outlined in the prospectus upon which the existing permit was based, subject to approval by the Director. Requests for transfers must be made in writing to the Director. A permittee who transfers his/her privileges will not be eligible to be considered for competitively awarded permits for the same type of activity on the same National Park Service preserve for a period of three years following the authorized transfer. The National Park Service retains complete discretion in allowing transfers. In general, the National Park Service approves transfers only upon demonstrating that it is to the government's benefit and if all the following criteria, in addition to 36 CFR Part 51.7, are satisfied: Approval of a sale or transfer is not a matter of right.

1. The transfer is part of the sale or disposition of the current permittee's entire business. For purposes of this permit, "entire business" is defined as all assets including, but not limited to, equipment, facilities, and other holdings directly associated with the permittee's type of commercial visitor service authorized by permit. This term also includes assets held under the name of separate business entities, which provide the same specific type of commercial visitor services authorized by permit, that the permittee has a financial interest in. The term does not include related enterprises owned by the permittee such as taxidermy and travel services.
2. The current permittee was either conducting the commercial operation in the preserve under authorization of a permit for a minimum of 12 years or owned significant real property in the area, the value of which is dependent on holding a preserve permit. Consideration of the last element will include, but is not limited to:
  - (A) The relationship of the real property to permitted preserve activities as documented in the operations plan;
  - (B) The percentage that the authorized preserve activities comprise of the total commercial use associated with the real property; and
  - (C) The appraised value of the real property.
3. The transferee must be independently qualified to hold the permit under the standards of the prospectus of the original existing permit.
4. The transferee has an acceptable history of compliance with State and Federal fish and wildlife and related permit regulations during the past 5 years. An individual with any felony conviction is an ineligible transferee. Transfer approval to an individual having any violations, convictions, or pleas of nolo contendere for fish and wildlife related federal misdemeanors or State violations will be discretionary. Denial is based on, but not limited to, whether the individual committed any violations in which the case disposition resulted in any of the following:
  - (A) Any jail time served or probation;
  - (B) Any criminal fine of \$250 or greater;
  - (C) Forfeiture of equipment or harvested animal (or parts thereof) valued at \$250 or greater;
  - (D) Suspension of privileges or revocation of any fish and wildlife related license/permits;

- (E) Other alternative sentencing that indicates the penalty is of equal severity to the foregoing elements; or
  - (F) Any multiple convictions or pleas of nolo contendere for fish and wildlife-related Federal misdemeanors or State fish and wildlife-related violations or misdemeanors irrespective of the amount of the fine.
5. The transferee must follow the operations plan of the original permittee. The transferee may modify the operations plan with the written consent of the Superintendent as long as the change does not result in increased adverse impacts to preserve resources or other preserve users.
  6. Upon timely approval of the transfer, the Service will issue the new permittee a permit for the remaining portion of the original permit term. The Superintendent retains the right to restrict, suspend, revoke, or not renew the permit for failure to comply with its terms and conditions.
  7. Permit privileges may be transferred, subject to the Director's approval, to a former spouse when a court awards permit-associated business assets in a divorce settlement agreement to that person. The recipient must independently qualify to hold the originally issued permit under the minimum standards identified by the Service, and the permittee must have an acceptable history of compliance as set forth above.
  8. Permit privileges may be transferred in the case of death or disability of the permittee, subject to the Director's approval, as provided herein. In these cases, the permit privileges may pass to a spouse who can demonstrate he/she is capable of providing the authorized services and who has an acceptable history of compliance as set forth herein. A spouse who lacks any required license(s) but otherwise qualifies may hire an employee, who holds the required license(s) and who has an acceptable history of compliance as set forth herein, to assist in the operation. Permit privileges may also pass to another member of the immediate family or person who was a business partner at the time of original permit issuance. This person must be independently qualified under the minimum standards identified by the Service at the time of original permit issuance and have an acceptable history of compliance as set forth herein. Immediate family members are defined as the spouse or children, either by birth or adoption, of the permittee.